Bay State St. Ry. Co., 224 Mass. 463, 113 N. E. 273. And the state may reduce rates below those fixed in the agreement. *Rogers Park Water Co.* v. *Fergus*, 180 U. S. 624. The reason lies in the strong policy in favor of governmental regulation of services vital to the public good. *Munn* v. *Illinois*, 94 U. S. 113. The agreement between the municipality and public service company is usually called a contract. But the features just noted show that we have here a kind of agreement that does not come within the usual conception of a contract. Either there is some lack of capacity of parties to contract with reference to the subject matter, or there is something peculiar in the agreement itself. Whatever the defect may be, it is submitted that the court was correct in the principal case in saying, "The truth in an ordinance of this kind is a grant upon condition, rather than a contract." The grant is of all right which the municipality can give, and the condition is that it shall be subject to state regulation or alteration. This description better suits the nature of the agreement, and it avoids the confusion that arises from the idea of a contract not protected against state legislation by the contract clause of the federal constitution.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — RULE OF BOARD OF TRADE FIXING GRAIN PRICES. — The Chicago Board of Trade adopted a rule prohibiting its members from dealing in grain "to arrive," during the interval between the close of the daily "call" session and the opening of the next day's "call," at any other price than the closing bid at the "call." *Held*, not a violation of the Sherman Anti-Trust Law. *Board of Trade of Chicago* v. *United States*, 38 Sup. Ct. 242.

For a discussion of this case, see Notes, page 1154.

SEAMEN — SEAMEN'S ACT OF 1915 — REQUIREMENT OF GOOD FAITH. — The Seamen's Act (38 STAT. AT. L. 1165), provides that "every seaman of a vessel of the United States shall be entitled to receive on demand from the master of the vessel to which he belongs a one-half part of the wages which he shall have then earned at every port where such vessel, after the voyage has been commenced, shall load or deliver cargo before the voyage is ended, and all stipulations in the contract to the contrary shall be void. Any failure on the part of the master to comply with this demand shall release the seaman from his contract, and he shall be entitled to full payment of wages earned. . . . This section shall apply to seaman of foreign vessels while in harbors of the United States, and the courts of the United States shall be open to such seaman for its enforcement." Libellants demanded half their wages pursuant to this section. This demand was part of a concerted purpose to leave the ship because of the submarine danger. The demand was refused. The libellants left the ship. *Held*, they cannot recover for wages. *The Belgier*, 246 Fed. 966.

A quitting of the ship *non animo revertendi* has always been a reprehensible offense at the maritime law. It was justified by cruelty, deviation, or a failure to supply provisions, and by practically no other grounds. *Sherwood* v. *McIntosh*, Ware (U. S. Dist. Ct.), 109; *The Eliza*, 1 Hagg. Adm. 182; *The Castilia*, 1 Hagg. Adm. 59; *Brower* v. *The Maiden*, Gilp. (U. S. Dist. Ct.) 294. See 3 KENT, COMMENTARIES, 11 ed., 270–72. See also 11 HARV. L. REV. 411. A desertion forfeited the wages due the seaman. *The Bark Merrimac*, 1 Ben. (U. S. Dist. Ct.) 490; *Coffin* v. *Jenkins*, 3 Story (U. S. Cir. Ct.) 108. The Seaman's Act abolished arrest and imprisonment as a penalty for desertion. The avowed purpose of the act was to encourage the desertion of seamen from foreign vessels in the harbors of the United States and thereby to remove the economic handicap which higher wages have placed on American shipping. The act was a piece of "international bad manners," and the result reached by the court is no doubt salutary, but *quaere* whether it was justified in overriding the legislative intent by reading "good faith" into the statute.